

***Request for Proposal (RFP)***  
***To Provide Consulting Services***  
***to Prepare an Update of the***  
***Comprehensive Airport Land***  
***Use Compatibility Plan***  
***(ALUCP)***  
***For the Environs of***  
***Half Moon Bay Airport***  
**(Revised)**

**City/County Association of Governments  
of San Mateo County (C/CAG)  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063**

For further information contact:  
***Sandy Wong, C/CAG Deputy Director***  
***TEL: 650/599-1490***  
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**Request for Proposal (RFP) To Provide Consulting Services  
To Prepare an Update of the *Comprehensive Airport Land Use  
Compatibility Plan (ALUCP) for the Environs of  
Half Moon Bay Airport*  
January 31, 2012**

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***Request for Proposal (RFP) to Provide Consulting Services to Prepare an  
Update of the Comprehensive Airport Land Use Compatibility Plan***

# ***(ALUCP) for the Environs of Half Moon Bay Airport***

## ***January 31, 2012***

### **I. Solicitation**

The Board of Directors of the City/County Association of Governments of San Mateo County, California (C/CAG) is soliciting responses to this Request for Proposal (RFP), to provide consulting services to prepare a final draft version of an update of the *Comprehensive Airport Land Use Compatibility Plan (ALUCP) for the Environs of Half Moon Bay Airport*. A description of the Scope of Work for this effort is shown in Attachment A. *Environmental review of the final draft ALUCP document per the CEQA process is not part of the Scope of Work in this RFP. However, it is requested that a standalone optional quote be provided for the necessary environmental review.*

### **II. Project Sponsor/Lead Agency**

The City/County Association of Governments of San Mateo County (C/CAG) is the project sponsor. C/CAG is a joint powers authority whose members consist of the County of San Mateo and all twenty cities located within the county. The C/CAG Board of Directors is composed of one City Council member from each city plus one member of the County Board of Supervisors. C/CAG implements several state-mandated programs and activities that involve multiple jurisdictions within the county and functions as the state-mandated Airport Land Use Commission for the county. C/CAG formed the ALUC as a designated body under Section 21670.1(a). That responsibility includes preparing and adopting a comprehensive airport land use compatibility plan (ALUCP) for the environs of each airport located in the county. For more information about C/CAG and its activities, visit [www.ccag.ca.gov](http://www.ccag.ca.gov).

### **III. Overview of Half Moon Bay Airport and Its Environs**

Half Moon Bay Airport is a general aviation, single runway airport, owned and operated by the County of San Mateo. The airport is administered by the San Mateo County Department of Public Works. The governing body of the airport is the County Board of Supervisors. The airport property consists of 345 acres. The airside facilities consist of the runway/taxiway system, lighting aids, and navigational aids. The landside facilities consist of terminal area buildings, hangars, aircraft tie downs, auto parking. Aviation support facilities include utilities, maintenance, and fuel storage areas.

Runway 12/30 is 5,000 feet long (physical length) and 150 feet wide. Both runway ends have a threshold displacement of 763 feet. Aircraft that are compatible with the facilities and constraints at Half Moon Bay Airport, as defined by the County of San Mateo Board of Supervisors, weigh 12,500 pounds or less. Heavier aircraft may operate at the airport with prior approval from the Airport Manager.

Half Moon Bay Airport is situated on the San Mateo County coast, between California Highway 1 and the Pacific Ocean, within the California Coastal Zone. The airport is located approximately four miles north of the City of Half Moon Bay in the vicinity of the unincorporated areas of Montara, Moss Beach, El Granada, and Princeton-by-the-Sea. El Granada, Moss Beach, and Montara consist primarily of residential uses. Princeton-by-the-Sea is comprised of mostly commercial and light industrial uses.

**Request for Proposal (RFP) to Provide Consulting Services to Prepare an Update of the**

#### **IV. RFP Submittal Package Content/Fee Proposal**

##### **A. Submittal Package Content**

The response to this RFP shall be complete in description and concise in volume. The response document shall be in a written format not to exceed 20 pages in length, with a minimum font size of 12 points (Arial or Verdana font face). The document shall be prepared on 8 ½" x 11" sheets and presented in a three ring binder or be spiral comb bound. A limited number of 11"x 17" pages may be included but those pages must be fan folded to 8 ½" x 11". Once submitted, the document cannot be altered without prior consent of the C/CAG Executive Director.

The response to the RFP must, at a minimum, include the following components:

- 1. Transmittal Letter/Title Page:** Include a transmittal letter containing a brief statement of the responder's understanding of the work to be done and an indication of positive interest in performing the Scope of Work described herein. The letter and/or a title page should contain the name of the responder and a street address for correspondence.
- 2. Executive Summary:** Include an Executive Summary that describes the responder's approach to the Scope of Work, a description of the project team (if applicable), and a description of how the responder meets the minimum qualifications set forth in this RFP. The Executive Summary should be no more than two (2) pages.
- 3. Identification of Key Personnel:** If the responder to this RFP is a consulting firm, the response must include the following:
  - Identification of the firm's primary representative and title
  - Address, telephone, fax numbers, and email addresses for all offices
  - A description of the business structure of the firm(s) (i.e. corporation, joint venture, partnership, sole proprietorship, etc)
  - An organizational chart that identifies the names and titles of all individuals who will be responsible for providing the services specified herein

If the responder to this RFP is an individual, the response must include the following:

- Identification (name of the person who will be responsible for providing all of the services specified herein)
- Address, telephone number, fax, number and email address of the person who will be providing the services specified herein

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\* Selected consultant means the consultant that enters into a binding contract with the C/CAG Board to provide the required services described herein.

**IV. RFP Submittal Package Content/Fee Proposal – continued**

- 4. Qualifications and Experience:** Each response to this RFP must include information that illustrates the qualification and experience of the responding individual or firm regarding preparation of planning documents (i.e., comprehensive airport land use compatibility plans (CLUPs), general plans, specific plans, etc.). It is requested that any unique background for this type or size of airport be identified.
- 5. Project Schedule:** Provide a detailed project schedule that illustrates key milestones to (1) accomplish the tasks identified in the Scope of Work and (2) accomplish any additional tasks or product elements that you suggest. The negotiated contract will require specific performance milestones and completion dates for the update. Project schedule will be an evaluation criteria for selection.
- 6. References:** Provide a list of references, including contact information (name, telephone number, etc.), of the contact persons of clients for whom you and/or members of your team have prepared similar documents/studies.

**B. Fee Proposal**

The submitted response to this RFP shall include a detailed fee proposal that identifies the number of estimated hours and costs for each task listed in the Scope of Work and a total proposed fee to complete the project. If the response to the RFP includes multiple team members the fee proposal shall list the tasks to be conducted by each team member and the related cost for each task.

**Environmental Review** It is requested that a stand-alone quote be provided for the necessary CEQA environmental review services as part of the ALUCP adoption. Include the cost of attending two meetings as part of this task. Caltrans can provide sample documents for your consideration. This may or may not be exercised as part of the initial contract.

**V. RFP Evaluation and Consultant Selection Process**

All responses to this RFP will be evaluated on the basis of professional experience, qualifications, and the services to be provided, as contained in each response. A consultant selection committee will review and evaluate the written responses. The selection committee may recommend rejection of any or all responses. Based on the committee's evaluation, certain responders may be invited to give an oral presentation to the committee, via an in-person interview, on their approach to the Scope of Work and their experience and capabilities. The interview invitees will be notified prior to the scheduled interviews.

**Request for Proposal (RFP) to Provide Consulting Services to Prepare an Update of the Comprehensive Airport/Land Use Compatibility Plan for the Environs of Half Moon Bay Airport.**

## **VI. C/CAG Right of Rejection of RFP Submittals**

The C/CAG Board reserves the right to reject any or all responses to this RFP, to revise the RFP document, to proceed to do the work otherwise, withdraw this RFP, not award a contract, or not award any portion of the contract, at any time.

## **VII. Protest of Consultant Selection Process**

If a responder to this RFP wishes to protest the recommendation of the selection committee and/or the selection process, the protester (responder) will have 10 calendar days from the date of the C/CAG letter of non-selection to the responder to submit a written protest. The protest document must be addressed to Richard Napier, C/CAG Executive Director, 555 County Center, Fifth Floor, Redwood City, CA 94063. The document must specifically address the protestor's perceived irregularities in the selection process and/or the selection committee's recommendation and support the same with evidence to support the written protest. The C/CAG Executive Director will submit a written response to the protester, within 15 working days of receipt of the written protest.

The selection committee will submit its consultant recommendation to the C/CAG Project Manager and C/CAG Executive Director. The recommendation will then be scheduled for consideration/action at a C/CAG Board Meeting. The C/CAG Board may accept or reject the recommendation. If the C/CAG Board accepts the recommendation, the Board will initiate a contract process with the recommended consultant.

If a written protest of the selection process is submitted to the C/CAG Executive Director, the selection committee's recommendation may be held in abeyance until the disposition of the protest has been resolved. Based on the outcome of the protest, the selection process could move forward, per the recommendation of the selection committee, or be terminated. If the process were terminated, no selection of a consultant to perform the required Scope of Work would be made via the process described herein.

## **VIII. RFP Preparation Costs, Ownership, and Disposition**

C/CAG shall not be responsible for any costs related to preparing and submitting a response to this RFP. C/CAG shall have the right to copy, reproduce, publicize, or dispose of each response in any way that it so chooses. All submitted responses to this RFP shall become the property of C/CAG and may be subject to the California Public Records Act.

## **IX. C/CAG Receipt of Responses to the RFP**

**Submittal of your response (proposal) to the RFP must be received at the C/CAG Offices NO LATER THAN 5:00 p.m. on February 24, 2012.** Ten copies of the materials, plus one copy on a

**Request for Proposal (RFP) to Provide Consulting Services to Prepare an Update of the Comprehensive Airport/Land Use Compatibility Plan for the Environs of Half Moon Bay**

**IX. C/CAG Receipt of Responses to the RFP - continued**

computer disk, and must be mailed or delivered to:

City/County Association of Governments (C/CAG) of San Mateo County  
555 County Center, 5<sup>th</sup> Floor, Redwood City, CA 94063  
Attention: Sandy Wong, C/CAG Deputy Director

**Directions to the C/CAG Offices:**

**From U.S. Highway 101 going south:** take the Whipple Avenue exit and continue straight after the first traffic signal on Veterans Blvd. Proceed south on Veterans Blvd to the traffic light at Middlefield Road; turn right on Middlefield Road. Make an immediate right and a left into the County's parking structure. Public parking (meters) is located on the first floor of the parking structure.

**From U.S. Highway 101 going north:** take the Whipple Avenue exit, go left across the freeway and go left again at the traffic signal on to Veterans Blvd. Proceed south on Veterans Blvd to the traffic light at Middlefield Road; turn right on Middlefield Road. Make an immediate right and a left into the County parking garage. Public parking (meters) is on the first floor.

The five-story building that contains the C/CAG offices is located is at the opposite end of the parking structure, on the corner of Middlefield Road and County Center. The address is 555 County Center. The entrance is on County Center. The C/CAG offices are co-located with the San Mateo County Department of Public Works on the 5<sup>th</sup> floor of the building.

**X. Tentative Schedule for RFP Distribution and Consultant Selection Process**

<b>TASK</b>	<b>COMPLETION DATE</b>
Distribute RFP to consultant mailing list	1/31/2012
Deadline to receive responses to RFP	2/24/2012
Distribute RFP responses to review committee	3/02/2012
Deadline to receive RFP evaluations from review committee	3/23/2012
Send out invitations to invited consultants for interview	3/30/2012

**Request for Proposal (RFP) to Provide Consulting Services to Prepare an Update of the Comprehensive Airport/Land Use Compatibility Plan (ALUCP) for the Environs of Half Moon Bay Airport.**

**January 31, 2012**

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**X. Tentative Schedule for RFP Distribution and Consultant Selection Process (continued)**

<b>TASK</b>	<b>COMPLETION DATE</b>
Interview invited consultants	4/06/2012
Prepare final ranking of consultants	4/06/2012
Prepare/submit final C/CAG Agenda Report	4/30/2012
Approval of recommended consultant by C/CAG Board	5/10/2012

**XI. Questions**

All questions related to this Request for Proposal (RFP) must be submitted in writing to e-mail address [slwong@co.sanmateo.ca.us](mailto:slwong@co.sanmateo.ca.us) **no later than 5:00 p.m., February 10, 2012** to be assured of receiving a timely response. Questions that are not sent to this e-mail address by the specified deadline will not receive a response.

**XII. Attachments**

- Attachment A: Scope of Work to Prepare a Comprehensive Airport/Land Use Compatibility Plan (ALUCP) for the Environs of Half Moon Bay Airport
- Attachment B: Content of the Final Draft Comprehensive Airport/Land Use Compatibility Plan (ALUCP) Document
- Attachment C: Example of Standard Agreement Between the City/County Association of Governments of San Mateo County (C/CAG) and “Contractor”



# **ATTACHMENT A**

## **SCOPE OF WORK TO PREPARE A FINAL DRAFT COMPREHENSIVE AIRPORT/LAND USE COMPATIBILITY PLAN (ALUCP) FOR THE ENVIRONS OF HALFMOON BAY AIRPORT**

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### **SCOPE OF WORK**

The primary function of this project is to prepare an update of the Comprehensive Airport Land Use Compatibility Plan (ALUCP) for the environs of Half Moon Bay Airport. The ALUCP update must be consistent with the Caltrans Department of Aeronautics 2011 Handbook, as well as any changes, revisions or modifications. The Scope of Work for this project will include, but not be limited to, the following tasks:

- \* Assist C/CAG staff in establishing a Project Advisory Committee (PAC); hold at least three PAC meetings at intervals to be determined; PAC members will also be determined. The PAC for this project will be the C/CAG Airport Land Use Committee (C/CAG ALUC) or a relevant portion and other stakeholders.
- \* Identify the types of baseline data collected and recorded consistent with the 2011 Handbook's Checklist of Compatibility Plan Contents (Table 2A). Include potential future conditions, plans, regulations likely to occur that would affect compatibility around the airport to include public facility and utility plans.
- \* Conduct preliminary research and data collection; coordinate this task with C/CAG staff and San Mateo County Department of Public Works staff
- \* Prepare a preliminary draft ALUCP document (see Attachment B for plan content)
- \* Attend at least one C/CAG Airport Land Use Committee (ALUC) study session to present the preliminary draft ALUCP document and collect comments
- \* Attend at least one C/CAG Board study session to review the preliminary draft ALUCP document and collect comments
- \* Hold at least one public workshop to review the preliminary draft ALUCP document and collect comments
- \* Prepare the final draft ALUCP document
- \* Attend at least one C/CAG Airport Land Use Committee (ALUC) study session to review the final draft ALUCP update document
- \* Attend at least one C/CAG Board meeting to allow the Board to review and comment on a final version of the ALUCP document

### **ATTACHMENT A – Scope of Work**

**January 31, 2012**

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- \* Research the history of, need for, and impacts of the County's Airport Overlay zoning district and regulations. Identify and analyze alternatives to the Airport Overlay that address state and federal noise and safety standards while minimizing restrictions on land use.
- \* Address the relationship of the ALUCP to the San Mateo County General Plan and Local Coastal Program, and identify any changes or actions required to maintain consistency among these Plans and comply with Coastal Act requirements.
- \* Attend at least one Mid-coast Community Council study session to review the preliminary draft ALUCP document and collect comments.
- \* Discuss the enabling legislation or authority, scope, function and applicability of the ALUCP update.
- \* Identify the ALUC review procedures in accordance with PUC Section 21670.1.
- \* Assist C/CAG in identifying the Airport Influence Area (AIA) consistent with PUC Section 21674.5(b)(2).

**Optional - Environmental Review** It is requested that a standalone quote also be provided for the necessary CEQA environmental review services as part of the ALUCP adoption. Include the cost of attending two meetings as part of this task. Caltrans can provide sample documents for your consideration.

**Deliverables:** Final Draft ALUCP Update

rpfprHAFclupupdate0911.doc

# **ATTACHMENT B**

## **CONTENT OF A FINAL DRAFT COMPREHENSIVE AIRPORT/LAND USE COMPATIBILITY PLAN (ALUCP) FOR THE ENVIRONS OF HALF MOON BAY AIRPORT**

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### **BACKGROUND**

The final product will consist of a final draft of a comprehensive land use compatibility plan (ALUCP) document for the environs of Half Moon Bay Airport. The preparation and content of the document will comply with all relevant federal and state requirements.

### **CLUP CONTENT**

The relevant provisions in the *California Airport Land Use Planning Handbook October 2011* will primarily guide the content of the draft document. The draft document will contain text, graphics, maps, diagrams, etc., as needed, to describe and explain the following:

#### **Scope of the Plan**

- Authority - Discuss the enabling legislation or authority, scope, function and applicability of the ALUCP update.
- Overview/authority of the airport land use commission
- Airport Identification
- Geographic coverage
- Affected jurisdictions (cities and county)
- Limitations of the Plan

#### **Airport Information**

- Airport overview (general description); Airport Layout Plan (ALP) diagram or Airport Master Plan (summary); other relevant airport information
- Existing/projected airport operational levels for the next 20 years
- Existing aircraft noise mitigation program
- Generalized air traffic routes; airspace relationships with other airports

#### **Identification of Land Use Compatibility Policies and Criteria**

- Identify the types of baseline data collected and recorded consistent with the 2011 Handbook's Checklist of Compatibility Plan Contents (Table 2A).
- Include potential future conditions, plans, regulations likely to occur that would affect compatibility around the airport to include public facility and utility plans.
- Noise Impacts (will require the preparation of a noise contour map that delineates the 55, 60, 65, 70 dB CNEL aircraft noise contours)
- Overflight (will address annoyance and disclosure via real estate transactions)
- Safety (density and intensity of land uses)

**Attachment B Content of a Draft Comprehensive Airport Land Use Compatibility Plan  
(ALUCP) for the Environs of San Francisco International Airport  
January 31, 2012  
Page 2 of 3**

**CLUP Content List – continued**

Airspace Protection (FAR Part 77, bird strike hazards, electronic and visual hazards, etc) Other land use policies (existing non-conforming uses, infill development, etc.)

**Land Use Compatibility Maps**

Base map information (roads, water features, city boundaries, airport boundaries, etc)  
Noise contour map(s)  
Safety Zones (boundaries and dimensions)  
FAR Part 77 diagram (base map will include topography and identification of ground penetration of airspace protection surfaces)  
Airport Influence Area (AIA) boundary map (will include a referral boundary and an overflight boundary for real estate disclosure purposes; based on radar flight tracks)

**Airport Land Use Commission Procedural Policies**

The Final ALUCP should include discussion pertaining to: (a) how the County and City General Plans are consistent with the updated ALUCP, (b) types of local planning actions for ALUC review (discretionary and advisory), (c) timing and responsibility for the review of local planning actions (d) findings criteria for consistency determinations and ALUCP adoption and amendment processes, in accordance with PUC Section 21675 (a).  
Identify the ALUC review procedures in accordance with PUC Section 21670.1.  
Assist C/CAG in identifying the Airport Influence Area (AIA) consistent with PUC Section 21674.5(b)(2).  
List of proposed local agency land use policy actions that must be reviewed by the Airport Land Use Commission (includes actions by school districts and special districts)  
Proposed land use policy action information required for review  
Timing of airport land use commission review  
ALUC staff responsibilities  
Airport Land Use Commission action choices

**Additional Information**

Maps/graphics of existing generalized land uses, existing incompatible land uses (i.e. residential, schools, hospitals, nursing homes, libraries, etc.); potential and existing infill and redevelopment areas  
Criteria for granting an aviation easement to the airport proprietor  
Supporting information (ALUC statutes, other relevant laws/regulations, glossary of terms)  
Other relevant information, as needed (see note below)

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**Attachment B Content of a Draft Comprehensive Airport Land Use Compatibility Plan  
(ALUCP) for the Environs of San Francisco International Airport  
January 31, 2012  
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**Note:** *This content list not all inclusive.* Information may be added, revised, or deleted, as necessary. All graphics, maps, and diagrams will be produced in a GIS format, where feasible, that is compatible with the GIS system used by the County of San Mateo Department of Public Works.

## ATTACHMENT C

**EXAMPLE**

### AGREEMENT BETWEEN CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AND \_\_\_\_\_

This Agreement entered this \_\_\_\_ Day of \_\_\_\_\_, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG), a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans, hereinafter called "C/CAG" and \_\_\_\_\_, hereinafter called "Contractor."

#### WITNESSETH

WHEREAS, C/CAG is a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans; and,

WHEREAS, C/CAG is prepared to award funding to a Contractor (consultant) to prepare a Comprehensive Airport/Land Use Compatibility Plan (ALUCP) for the Environs of \_\_\_\_\_ Airport; and

WHEREAS, C/CAG has determined that the Contractor has the requisite qualifications to perform this work.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. For services to be provided by Contractor, in consideration of the payments hereinafter set forth, Contractor (consultant) agrees to perform the services described in Exhibit A.
2. For payments in consideration of Contractor providing the assistance and services authorized by C/CAG staff, C/CAG shall reimburse Consultant based on acceptance of deliverables and cost rates set forth in Exhibit A up to a maximum amount of\_\_\_\_\_.
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of C/CAG, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.

## **C/CAG Agreement With Independent Contractor – *EXAMPLE***

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5. Contract Term. This Agreement shall be in effect as of \_\_\_\_\_ and shall terminate on \_\_\_\_\_; provided, however, that the C/CAG Chairperson may terminate this Agreement at any time for any reason by providing 30 days' notice to Contractor. Termination will be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all services provided to the date of termination.
6. Hold Harmless/ Indemnity: Contractor shall indemnify and save harmless C/CAG from all claims, suits or actions resulting from the performance by Contractor of its duties under this Agreement. C/CAG shall indemnify and save harmless Contractor from all claims, suits or actions resulting from the performance by C/CAG of its duties under this Agreement.

The duty of the parties to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Insurance: Contractor or its subcontractors performing the services on behalf of Contractor shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. Contractor shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

Workers' Compensation and Employer Liability Insurance: Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

Liability Insurance: Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect the Alliance, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by the Contractor or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.

## C/CAG Agreement With Independent Contractor - *EXAMPLE*

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Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under \$ 1,000,000
a. Comprehensive General Liability	\$ 1,000,000	_____
b. Workers' Compensation	\$ Statutory	_____

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the C/CAG Chairperson, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

8. Non-discrimination. The Contractor and its subcontractors performing the services on behalf of the Contractor shall not discriminate or permit discrimination against any person or group of persons on the basis or race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
9. Accessibility of Services to Disabled Persons. The Contractor, not C/CAG, shall be responsible for compliance with all applicable requirements regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
10. Substitutions: If particular people are identified in this Agreement are providing services under this Agreement, the Contractor will not assign others to work in their place without written permission from C/CAG. Any substitution shall be with a person of commensurate experience and knowledge.
11. Sole Property of C/CAG: Any system or documents developed, produced or provided under this Agreement shall become the sole property of C/CAG.
12. Agreement Renewal. This Agreement may be renewed for an additional two (2) years upon approval by the C/CAG Board and Contractor.



**C/CAG Agreement With Independent Contractor - *EXAMPLE***

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13. Access to Records. C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor shall maintain all required records for three years after C/CAG makes final payments and all other pending matters are closed.

14. Merger Clause. This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the C/CAG Chairperson. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.

15. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

Contractor

By \_\_\_\_\_  
Date

Contractor Legal Counsel

By \_\_\_\_\_

City/County Association of Governments of San Mateo County (C/CAG)

By \_\_\_\_\_  
C/CAG Chairperson. Date

C/CAG Legal Counsel

By \_\_\_\_\_  
C/CAG Counsel